

1986

## Personnel Welfare Committee - Minutes 1985-1986

Bowling Green State University. Administrative Staff Council

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#### *Notes*

1. Pencil

Personnel Welfare Committee  
April 2, 1985

Minutes

Members Present: Yon, Darrow, Edgerton, Fitzgerald

Meeting began at 10 a.m. in the Archives Conference Room

Paul Yon, Chairperson, welcomed Susan Caldwell to the meeting.

Caldwell reported that the changes in the Administrative Staff Handbook recommended by the Administrative Staff Council had been accepted by the Board of Trustees with one exception--the recommendations regarding restrictions on smoking. The Board felt that other constituencies in the University need to be involved in that decision. The PWC recommends that Joe Martini contact the Classified Staff, Faculty Senate and the Environmental Services Office regarding the establishment of a University-wide committee to put forth a recommendation on changing smoking regulations.

The Handbook will be circulated to all Administrative Staff in July. In the meantime, a copy is available for use in Susan Caldwell's office.

The PWC listed issues to be discussed in the near future. In order of priority, they are listed below:

1. Maternity leave policy
2. Fee waiver policy - reducing employment time for qualification
3. Fee waiver reciprocity with other Ohio Universities
4. Evaluation, termination and grievance policy
5. Increase in vacation time including carryover limits
- 6. Benefits (including part-time)
7. Professional leave (Jim Litwin's committee)

Caldwell will contact the AAUP, Association of Land Grant Colleges and The American Association of State Colleges and Universities to determine the fee waiver policies, reciprocity arrangements, benefits, and maternity leave policies of other universities.

The PWC voted to let the severe weather policy stand as it is.

Next meeting: 10 a.m., Tuesday, May 7, same location.

Susan Darrow

Personnel Welfare Committee]

May 7, 1985

Minutes

Members Present: Yon, Darrow, Edgerton, Fitzgerald

Meeting began at 10 a.m. in the Archives Conference Room

Yon welcomed Susan Caldwell to the meeting.

Yon reported that he had not yet been in touch with Sue Crawford regarding the status of the Insurance Committee.

Yon reported that he had sent a memo to Martini recommending Darrow be appointed to the "smoking" committee.

Caldwell has contacted several educational organizations in an attempt to contrast the EGSU benefit package with what other institutions offer. She found that they had little data. She is in the process of contacting individual state universities in Ohio concerning benefits. About half of the schools have sent such information thus far.

The following data has been received on fee waivers:

The waiting period for fee waivers for dependents varies from none to three years. (EG's 5 year waiting period is out there by itself.)

The only reciprocal agreement seems to be between EG and UT.

Part-time employees sometimes receive the fee waiver benefit and sometimes do not.

Some schools limit the fee waiver benefit to undergraduate courses.

All the schools reporting so far limit the number of courses that can be taken per term or per year for employees. Some schools limit the number of courses dependents can take with a fee waiver. Most do not.

The committee decided to attempt to change the current policy so no waiting period would be involved for dependents of employees to take University courses with a fee waiver.

Yon will schedule a meeting with Paul Mueller, chair of the Faculty Welfare Committee to discuss changing the fee waiver policy.

Fitzgerald agreed to draft a revised fee waiver policy.

The next meeting is scheduled for Tuesday, June 4 in the Archives Conference Room.

Personnel Welfare Committee  
June 4, 1985

Minutes

Members Present: Yon, Edgerton, Darrow

Meeting began at 10 a.m. in the Archives Conference Room

Yon reported that he has been unable to follow-up on the data coming in on fee waiver policies at other universities because of vacation schedule conflict with Susan Caldwell.

Yon contacted Ron Stoner, the new chair of the Faculty Welfare Committee, regarding working together on a change in the fee waiver policy. Stoner is agreeable, and a meeting is being arranged soon.

The Committee decided to attempt to adjust the vacation days for administrative staff from 20 days per year to 24 days per year. Data from other universities shows EGSU is not currently competitive regarding vacation benefits for professional staff members.

The Committee spent considerable time and energy on Fitzgerald's revision of the fee waiver policy. (Quote of the Day: "Leave 'was' as is," Nan Edgerton, 5/4/85.) Edgerton will incorporate revisions of the fee waiver policy and forward copies to the Committee before the next meeting.

Next Meeting: to be held sometime in the week of June 24.

Personnel Welfare Committee  
September 11, 1985

Minutes

Members Present: Yon, Darrow, Stickler, Fitzgerald

Meeting began at 10:00 a.m. in the Archives Conference Room.

Yon presented a memorandum from Diane Regan concerning the recent rate changes in life insurance coverage. After some discussion, the committee decided to forward the memo to the Insurance Committee, specifically Suzanne Crawford, for action.

The Committee revised the priority list of topics to address. The following areas will be addressed:

1. Evaluation, termination and grievance policy
2. benefits
  - a. fee waiver policy
  - b. fee waiver reciprocity with other universities
  - c. part-time employees
  - d. insurance
  - e. other
3. maternity leave
4. professional leave

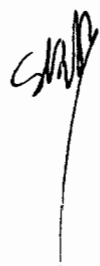
Stickler and Fitzgerald will meet to discuss evaluation, termination and grievance procedures and policies in addition to salary raises based upon 100% merit. They will report at the next Personnel Welfare Committee meeting.

Yon will go over the benefits package with Ron Stoner, chair of the Faculty Welfare Committee. He will report his findings at the next Personnel Welfare Committee meeting.

Darrow will study the possibilities for a maternity leave policy and report at the next Personnel Welfare Committee meeting.

The committee discussed the need to have Sue Crawford come to one of our meetings to update us on the Insurance Committee status and afford us the opportunity for input into that committee's recommendations.

The next meeting is scheduled for Tuesday, October 8, 10:00 in the Archives Conference Room.

A handwritten signature, possibly "SNP", is written in the bottom right corner of the page.

Personnel Welfare Committee  
Administrative Staff Council

8 October 1985

Members Present: Von, Darrow, Stickler, Fitzgerald

Guests: Elton Ringer, Ron Stoner, Susan Caldwell

Subject: Dependent Tuition Waiver

Elton Ringer gave the committee information on how tuition waivers are handled in the budgetary process - it shows as both an income and expense. One can only speculate as to its real cost.

If the University were below the 15,000 ceiling figure, it would gain state subsidy by providing tuition fee waivers because all students are counted thus raising the FTE figure. The University is penalized for going over the 15,000 ceiling -- the state only gives subsidy to that level. FGSU is approximately 200 persons over the ceiling at present.

Shirley Colaner is in charge of processing the fee waiver. Currently, there is nothing on the form to indicate status of the employee - faculty, administrative staff or classified staff - or designate whether the student is an employee or a dependent.

There are currently 196 administrative staff and 237 classified staff members who have been employed at the University for less than 5 years. It is estimated that approximately 350 total employees would become eligible for the dependent fee waiver if the length of service to the University to qualify were lowered from 5 to 3 years. One can only speculate about the number of individuals who would actually take courses. It was pointed out that there are many families in which both spouses already have fee waiver benefits because both are University employees.

Since there is no direct out of pocket cost to any employee, it was felt that all groups -- faculty, administrative staff and classified staff -- would support the change. It was pointed out that it would favorably affect recruitment of quality faculty, staff and may help the University as the population of persons of traditional college age decreased.

Fitzgerald suggested that we consider an alternative to 3 years of service by covering a percentage of the dependent tuition for the first 3 years and full tuition after 3 years of service.

Susan Caldwell will get information regarding other Ohio university's fee waiver benefits and enrollment ceilings.

Darrow will develop a questionnaire to canvas administrative staff members regarding the potential for use of the dependent fee waiver benefits. The idea will first be discussed at ASC Executive Council. If the Executive Council members agree, a form will be reviewed by Stickler and Fitzgerald. The final

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form will be given to Jim Sharp; he will ask ASC members to get the forms to their constituents. The forms should be returned to Darrow.

It was agreed that Personnel Welfare Committee should meet twice a month - the 2nd and 4th Tuesday for 1 hour each. On the 22 of October, the Committee will meet in the Administrative Staff Personnel Office at 11 A.M. The meeting time was later changed to 10 A.M.



Personnel Welfare Committee  
Administrative Staff Council  
10 December 1985

Members Present: Yon, Darrow, Stickler, Fitzgerald  
Guest: Susan Caldwell

Yon presented his findings on the issue of vacation days earned per year, accrual of vacation days and pay for unused vacation days upon resignation or retirement. When compared with other Ohio universities, Bowling Green is one of the lowest in number of vacation days allowed to accrue. The average number of days reported for accrual among administrative staff last year was 19.38. Of 37 resignations, only 16 persons had accrued 40 days. 15 were paid for accrued vacation days.

Yon suggests vacation days be increased to 24 days per year, putting Bowling Green at the same level as the University of Toledo. He felt it would make Bowling Green more competitive and would help morale. The 20 day/year vacation policy was initiated in 1955.

There was some discussion concerning accrual and payment for unused vacation time for part-time administrative staff. Though it is an issue which needs to be addressed, the committee decided to address it separately.

The committee discussed the pros and cons of extending vacation days, accrual days and days for which one could receive payment upon resignation. Fitzgerald suggested that the committee encourage the staff to take their vacation time. Caldwell agreed to determine the number of persons who carry 20 or more vacation days.

The Personnel Welfare Committee will recommend that vacation days for administrative staff be increased to 24 days per year, that the accrual days be staggered in the following ways:

0 - 5 years	-40 days
after completion of 5 years of service	-50 days
after completion of 10 years of service	-60 days
after completion of 15 years of service	-70 days
after completion of 20 years of service	-80 days

but to leave payment at resignation or retirement at 40 days, thus encouraging administrative staff to take their vacations.

There was discussion concerning continuance and non-renewal of contract, termination, suspension and release as rewritten by Stickler. Darrow expressed concern regarding the "official file" and the employee's access to it. Some discussion centered around the "official file" -- the file in the Administrative Staff Personnel office is to be the official file but in actuality, few offices send evaluations for inclusion in those files. There needs to be a standard procedure for supervisors to follow. Currently, administrative staff members have free access to those personnel files.

Page Two  
Personnel Welfare Committee  
Administrative Staff Council Minutes

Darrow agreed to compile the fee waiver questionnaires again only using those with 3-5 years of service.

Our next meeting will be held January 14 at 10 a.m. in the McFall conference room. An agenda will be sent prior to that meeting. Caldwell will bring handbook updates to that meeting for inclusion in this year's revisions.

*Lillian H. Newport James*

PERSONNEL WELFARE COMMITTEE

AGENDA

JANUARY 14, 1986

1. Administrative Staff Handbook Revisions
2. "Merit-Across the Board Increases, Draft
3. "Appointment of Administrative Staff
4. Vacation Policy
5. Other

Personnel Welfare Committee  
Administrative Staff Council  
14 January 1986

Members present: Yon, Darrow, Fitzgerald, Stickler

Guest: Susan Caldwell

Susan Caldwell presented revisions for the new Administrative Staff Handbook. Cosmetic changes will be submitted to ASC for acceptance at the February 6 meeting. Those which include policy changes will be presented to ASC at the January meeting to be voted upon at the February meeting. Policy revisions include vacation change, grievance procedures, appointment of administrative staff and the portion on non-renewal of contract.

There was considerable discussion on the draft proposal of "Merit and across-the-board increases for new administrative staff, but the committee was unable to reach consensus. Discussion will continue at the next meeting: January 28, 10 a.m.-12 noon at McFall Caucus Room, 2nd floor of McFall Hall.

*Susan Darrow*



**Bowling Green State University**

Personnel Welfare Committee  
Administrative Staff Council  
4 February 1986

University Honors Program  
231 Administration Building  
Bowling Green, Ohio 43403-0014  
(419) 372-8202  
Cable: BGSUOH

Members present: Yon, Darrow, Fitzgerald, Stickler

Handbook changes:

A further change was made on the vacation policy (p. 39) deleting  
IF A STAFF MEMBER CANNOT USE ALL VACATION IN A YEAR, VACATION CREDIT  
MAY BE CARRIED FORWARD TO THE NEXT YEAR.

Policy changes include pp. 9-9, 16, 37 and 39.

The Committee worked on the draft of a revised vacation policy. The committee wishes to emphasize reward, incentive and increase of commitment in those who have become more valuable and experienced--as well as an increased benefit without increase in cost to the University. It was also felt we need to be more competitive with other Ohio schools and provide incentive to stay at BGSU.

Paul Yon agreed to take the committee's suggestions, revise the draft and send it to committee members the next day--Feb. 5. Our comments will be incorporated and the proposal will be forwarded to ASC Executive Committee for action.

The committee further discussed Merit-and-Across-the-Board. As in the past, there was disagreement among members. Stickler suggested that anyone in a new position 3-11 months receive both merit and across-the-board on a pro-rated basis. Anyone with less than 3 months would get none; those between 11 and 12 months during that year would receive full across-the-board and consideration for full merit.

Darrow and Stickler further felt that a staff member who transferred from one University position to another should be eligible for full merit and across-the-board. Such transfers should be encouraged and staff members should not be penalized for such moves.

Fitzgerald suggested that such apply only to across-the-board pay. Fitzgerald worded Across-the-Board proposed policy: "For all continuing staff contracts effective July 1 of each year, across-the-board increases will be pro-rated to the nearest complete month of service, e.g. a person with 7½ months of service would receive 7/12th of percentage increase.

Yon then suggested that our Committee meet with the ASC Merit Committee. That meeting is scheduled for 10 a.m., Feb. 11 in the Archives Conference Room.

Fitzgerald handed out a compilation of benefits distributed several years ago at the University. We may wish to provide a similar publication outlining current benefits.

The next regularly-scheduled PWC meeting is Tuesday, Feb. 25 at 10:00 in the McFall Caucus Room.

*SBD*



Bowling Green State University

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University Honors Program  
231 Administration Building  
Bowling Green, Ohio 43403-0014  
(419) 372-0202  
Cable: BGSUOH

Personnel Welfare Committee  
Administrative Staff Council  
February 11, 1986

Members Present: Yon, Darrow, Fitzgerald, Stickler

Guests: Barry Piersol and Tonia Stewart from ASC Merit Committee

The Merit Committee is "stuck" on the definition of "merit."

The PWC and Merit Committee agreed that:

1. We want to encourage lateral transfer and
2. There is inconsistency campuswide as to when evaluation is done -- fiscal year or calendar year -- and how percentages are arrived at. It is especially a problem in the smaller units where staff only get the average merit because the "pool" includes one or two persons.

The Committee recommends that "administrative staff that transfer from one University unit to another be considered for full merit and across-the-board" and that the increase should be on a pro-rated percentage from each unit or office of employment. "The Committee wishes to make this recommendation to be included on the "Merit and Across-the-Board Increases for New Administrative Staff," draft revision (12-4-85).

It was the concensus(of all but YON)that the PWC recommend that in the case of staff new to the University, anyone with less than 6 months on the job in a fiscal year receive no merit. Those with more than 6 months of service should receive merit on a pro-rated basis.

The Committee made further editorial changes on the Vacation Policy Report. It was to be taken forth to the ASC Executive Committee that afternoon.

Yon will write up the fee waiver recommendations and rationale, including figures on other schools. It will be taken to the Executive Committee Feb. 25 and on to ASC for a March 6 vote. It should be sent to ASC members beforehand (perhaps with the agenda ?).

The next FWC meeting is scheduled for Feb. 25, 10 a.m. in the McFall Caucus Room.

*Susan J. Farrar*

Personnel Welfare Committee  
Administrative Staff Council  
February 25, 1986

Members Present: Yon, Darrow, Fitzgerald, Stickler  
Guest: Susan Caldwell

The Executive Council of the ASC questioned the portion of the newly proposed policy that states that no more than 40 days of vacation can be taken in any 12 month period. The FWC decided to leave it as it is stated.

The committee did change the proposed policy on page 2 under "Recommendations", #2

0-5 years of service	40 days (40)
6-10 " " "	45 " (50)
11-15 " " "	50 " (60)
16-20 " " "	55 " (65)
21-25 " " "	60 " (70)
26+ " " "	65 " (75)

The Vacation Policy will be voted on at the next ASC meeting March 6.

Yon handed out the draft of the Dependent Fee Waiver Proposal. The Committee revised it as enclosed.

Susan Caldwell reported that in 1984-85 there were 535 dependent fee waivers. There's no way to ascertain the percent of faculty, classified or contract dependents. She also reported that administrative staff turnover is 11% per year. She will get figures on the lateral transfer rate.

The Committee went on to discuss Merit and Across-the-Board and decided on the following

1. It should be understood that "it is unusual for an employee who has been employed for less than 1 year to receive merit."
2. Across-the-Board should be pro-rated for those who are new to the University.
3. Merit policy will remain as it is now. (The Committee is aware of problems with merit as now stated--before Dec. 31, eligible for 100% merit; after Jan. 1, eligible for no merit--but cannot devise a better way to handle it without offices losing monies potentially added to their budgets.)

It was the consensus of the group to table the merit issue until the Merit Committee has resolved some issues, such as criteria.

There was some discussion on the possibility of evaluations before Jan. 1 for those with 3+ years of service and March 1 for those with less than 3 years of service.

The Committee will review goals and meet to decide what other areas to work on this year.

Attachment

Administrative Staff Council  
 Personnel Welfare Committee Report  
 Tuition Fee Waiver-Dependents

During the fall semester, 1984, the Administrative Staff Council's Personnel Welfare Committee began to examine the University's policy on tuition fee waiver for dependents. With the assistance of the Office of Administrative Staff Services, thirteen state-supported institutions in Ohio were contacted and asked to provide comparative data on the tuition fee waiver policy. The results of this survey are enclosed.

**FINDINGS:** Bowling Green State University with 5 years has the longest waiting period for employees of any school canvassed. Seven schools: Akron, Cincinnati, Kent, Medical College, Ohio University, Wright State and Youngstown do not have mandatory waiting periods. Two schools have a one-year waiting period: Central State and University of Toledo. Three schools have a three-year waiting period: Cleveland State, Miami University and Ohio State University. (in list form)

The Personnel Welfare Committee also conducted a survey via questionnaire to those Administrative staff employees who have been employed less than five years (192). Eighty-two (42%) responded to the questionnaire. Twenty-four (29%) of the respondents indicated that they had been employed between three and five years. Nine respondents, of those employed between three and five years, indicated they would use this benefit for their spouse. Two respondents indicated they would use the benefit for their children.

**RECOMMENDATIONS:**

The required waiting period for receiving the benefit of waiver of instructional fees for student dependents of university employees be reduced from five years after date of employment to three years after the date of employment.

**RATIONALE 1:** In addition to the direct benefit to recently employed administrative staff, there are indirect benefits, which include attraction and retention of higher quality employees, and increased recruitment of good students.

This would make BGSU more competitive with other universities in Ohio, more specifically, the University of Toledo.

**RATIONALE 2:** It is understood that potential real costs to the university is the loss of instructional fees. If University enrollment falls below the mandated ceiling, increased income is generated by these dependents through the subsidy.

**RATIONALE 3:** The results of the administrative staff survey indicate that in the 3-5 years of service, although a small number of administrative staff would use the fee waiver for their dependents, it would nevertheless be a significant benefit for them with minimal cost to the University.

**RATIONALE 4:** Based upon the administrative staff survey, a number of dependents who would take courses would be graduate students, thereby helping to move the enrollment ratio in the direction of "The Role 5 Mission Statement."

Enclosure



Administrative Staff Council  
Personnel Welfare Committee

28 April 1986

Members Present: Yon, Stickler, Fitzgerald, Darrow  
Ex Officio: Caldwell  
Guest: Greg DeCrane

The Administrative Executive Council has rejected the Administrative Staff Council revisions of the Continuance of Contract, Non-Renewal of Contract, Termination of Contract, Suspension and Release portion of the Administrative Staff Handbook, p. 8, 8.1, 9. A copy of the Executive Committee's suggested changes are attached (see Attachment A).

A meeting has been set with the above administrative staff and Drs. Eakin and Edmunds to work out the areas of conflict.

Executive Council has made the following changes (as seen on Attachment A):

p. 8.1

- B. third line, deleted "Examples...follow" and the two indented paragraphs beginning with "In the case of..."
- C. third line after "for cause" added "AMONG THE REASONS FOR WHICH"
- D. line five - "ARE" is substituted for "for" and "reasons" is deleted.
- C. 1. after "conviction of a felony," the following was added: "OR OTHER OFFENSE WHOSE NATURE IS INIMICAL TO THE INTERESTS OF THE UNIVERSITY."
- C. 3. "repeated" was deleted.

p. 9

- D., first line "for the above stated reasons" is deleted.
- E. 1. line 1, "THE" is added between "in" and "first"
- E. 1. "stet" is written by "three" and "FOUR" is crossed out.
- E. 2. line 2, "SIX" is crossed out and "4" is written in.
- E. 3. line 2, "which" is crossed out.

The Personnel Welfare Committee made the following changes to the Executive Council's version of p. 8, 8.1, and 9 of the Administrative Staff Handbook:

p. 8.1 B

Both subparagraphs beginning with "In the case of" were added back.

In the first paragraph Beginning with "In the case of", "UNLESS NOT AVAILABLE IN THE CASE OF FIRST YEAR EMPLOYEES" was added following "evaluations."

p. 8.1 C

first paragraph, "Among the reasons for which" was deleted.

C. 1. "or other offense whose nature is inimical to the interests of the University" was deleted.

c. 3. " SIGNIFICANT" replaces "repeated."

Addition of C. 5: "DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS" if non-renewal is grievable.

p. 9

Suspension was divided into "SUSPENSION AS INTERIM STEP TO TERMINATION" and "DISCIPLINARY SUSPENSION". Details on suspension on Attachment B.

It was agreed that a clean copy of the above changes would be prepared before the 5 May meeting with Edmunds and Eakin but that 8.1 C.5 would not be formally added at this time. Stickler agreed to prepare the clean copy (since Darrow is in one of the busiest times in her office. [Darrow greatly appreciated this help.]).

It was felt that the FWC has potentially given a great deal and agreed that the addition of 8.1 C.5 would be dependent upon the grievability of non-renewal.

The FWC will meet following the Administrative Staff Council meeting on 1 May to go over the revisions.

It was agreed to meet at 8 a.m. (in the Conference Room at 231 Administration Bldg.) prior to the 5 May meeting with Drs. Edmunds and Eakin.

Attachments (2)

*Lusan Aruenport Darrow*

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(A) CHANGES MADE BY EXECUTIVE COUNCIL

CONTRACT INFORMATION

Appointment Information      APPOINTMENT OF ADMINISTRATIVE STAFF

~~Administrative staff members shall be advised in writing at the time of initial appointment of the primary responsibility of the position including title, salary, and pay period.~~

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

Obligation to the University

~~An administrative staff member may not accept employment from outside the University that will adversely affect fulfillment of the responsibilities and duties of the assigned position/title.~~

Continuance/Termination/Release

A.      Continuance      CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1.      The contract states the contrary.
2.      The University has made the decision not to ~~continue employment~~ RENEW THE CONTRACT (SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN notification TO THE ADMINISTRATIVE STAFF MEMBER as follows:
  - a.      not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
  - b.      not later than January 1 of any subsequent fiscal year of contract service.

~~Recommendations for non-renewal (which will include supportive information) will be made to the appropriate supervisor whether President, appropriate Vice President or Dean by area heads.~~

NOTE: FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.

B. NON-RENEWAL OF CONTRACT

RECOMMENDATIONS FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION. EXAMPLES OF REQUIRED DOCUMENTATION FOLLOW.

IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS.

IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, AN EMPLOYEE'S INABILITY TO SERVE THE UNIVERSITY WITHIN THE REORGANIZED UNIT SHALL BE EXPLAINED.

C. Termination TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." ~~or "Release."~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING ~~REASONS~~:

<sup>RARE</sup>  
~~1.---Termination for Cause---~~

AMONG THE REASONS FOR WHICH

~~a.---An administrative staff member may be terminated for cause during the contract year for the following reasons---~~

- ~~i-1. conviction of a felony;~~ OR OTHER OFFENSE WHOSE NATURE IS INIMICAL TO THE INTERESTS OF THE UNIVERSITY  
~~ii-2. if credentials are proved to be fraudulent;~~  
PROOF OF FRAUDULENT CREDENTIALS;

~~iii-3. DOCUMENTED REPEATED failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor;~~

4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.

PROCEDURES FOR TERMINATION

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE

BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHALL BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL BE CONTINUED ON THE PAYROLL FOR FOURTEEN CALENDAR DAYS FOLLOWING THE DATE OF DISMISSAL.

D. SUSPENSION

IN LIEU OF IMMEDIATE TERMINATION ~~FOR THE ABOVE CITED REASONS,~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE SUSPENDED WITHOUT PAY UNTIL THE PROBLEM IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS. THE STAFF MEMBER MAY ALSO BE CONTINUED ON SUSPENDED STATUS WITH PAY ON A TEMPORARY ASSIGNMENT TO OTHER JOB RESPONSIBILITIES.

~~2.---Dismissal or Suspension~~

~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area. ~~and~~ <sup>THE</sup>

- stet.*
- ~~1. the~~ A staff member <sup>IN</sup> ~~THE~~ FIRST THREE YEARS OF EMPLOYMENT ~~concerned~~ will be given a minimum of ~~three~~ <sup>four</sup> months' written notice;
  2. STAFF MEMBERS WITH MORE <sup>4</sup> ~~SIX~~ THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN ~~SIX~~ MONTHS' NOTICE;
  3. ~~except for the~~ The release of persons funded by external grants ~~which~~ shall be contingent upon the availability of said grant funds.

~~A--notice--for--termination--for--cause--or--release--is--not--affected--by--Section--A--(Continuance)--~~

26

## EVALUATION PROCEDURE

1. ALL ADMINISTRATIVE CONTRACT STAFF SHOULD BE EVALUATED EACH YEAR PRIMARILY ON THE BASIS OF:

- PERFORMANCE OF PRIMARY DUTIES
- PERFORMANCE OF OCCASIONAL DUTIES
- ATTAINMENT OF AGREED UPON GOALS

2. ~~IT IS STRONGLY RECOMMENDED THAT EACH VICE PRESIDENT ESTABLISH A COMMITTEE COMPOSED OF ALL THE ADMINISTRATIVE STAFF COUNCIL REPRESENTATIVES OF THAT AREA TO DEVELOP A FORMAT FOR WRITTEN EVALUATIONS FOR THE AREA. EACH VICE PRESIDENT AND ADMINISTRATIVE STAFF COUNCIL REPRESENTATIVES SHOULD AGREE TO THE FORMAT. ALL FORMATS FOR WRITTEN EVALUATION WILL INCLUDE THE CRITERIA LISTED IN ITEM (1) ABOVE.~~

3. WITHIN EACH DEPARTMENT OR AREA, A STAFF MEMBER MAY BE EVALUATED ON ADDITIONAL CRITERIA APPROPRIATE TO THE POSITION AND AGREED TO IN ADVANCE BY THE STAFF MEMBER AND THE SUPERVISOR. THESE CRITERIA MAY INCLUDE, BUT ARE NOT LIMITED TO:

SUPERVISORY SKILLS  
INNOVATIONS  
PROFESSIONAL DEVELOPMENT  
INTERPERSONAL RELATIONSHIPS  
INCLUDING SUPPORT  
OF HUMAN RIGHTS  
COUNSELING  
AWARDS/HONORS  
TEACHING  
SERVICE ON GOVERNANCE BODIES  
FACILITY MANAGEMENT

LEARNING NEW SKILLS  
UNIVERSITY AND PROFESSIONAL  
SERVICE  
PEER RELATIONSHIPS  
RESEARCH/PUBLICATIONS/  
PRESENTATIONS  
COMMUNICATION SKILLS  
STUDENT EVALUATIONS

4. THE EVALUATION PROCESS SHOULD OCCUR IN TWO STEPS.

- A. THE STAFF MEMBER AND SUPERVISOR SHOULD MEET AND ACCOMPLISH THE FOLLOWING:

REVIEW AND DETERMINE STAFF MEMBER'S JOB DESCRIPTION AND GOALS FOR THE NEXT CONTRACT PERIOD AND MAKE ANY NECESSARY CHANGES TO THE BASIC JOB DESCRIPTION.

BASED ON THE ABOVE AGREEMENTS, DETERMINE EVALUATION CRITERIA THAT WILL BE USED TO ASSESS THE STAFF MEMBER'S PERFORMANCE.

THE STAFF MEMBER AND SUPERVISOR WILL CONFIRM THE JOB DESCRIPTION, GOALS AND EVALUATION CRITERIA IN WRITING.

- B. BEFORE THE BEGINNING OF THE NEXT CONTRACT PERIOD, THE SUPERVISOR WILL PROVIDE THE STAFF MEMBER WITH A WRITTEN EVALUATION BASED ON THE PREVIOUS AGREEMENTS AND WILL DISCUSS THE EVALUATION WITH THE STAFF MEMBER. THE EMPLOYEE MAY RESPOND IN WRITING TO THE EVALUATION, AND THIS REPLY WILL BECOME PART OF THE EVALUATION.
- 5. THE SUPERVISOR WILL SEND COPIES OF THE WRITTEN EVALUATION TO THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES AND TO THE STAFF MEMBER.

B

CONTRACT INFORMATIONAPPOINTMENT OF ADMINISTRATIVE STAFF

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary
2. The University has made the decision not to RENEW THE CONTRACT (SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN NOTIFICATION TO THE ADMINISTRATIVE STAFF MEMBER as follows:
  - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years
  - b. not later than January 1 of any subsequent fiscal year of contract service.

## NOTE:

FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.



### NON-RENEWAL OF CONTRACT

RECOMMENDATIONS FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION.

IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS, *unless not available in the case of first-year employees.*

IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, AN EMPLOYEE'S INABILITY TO SERVE THE UNIVERSITY WITHIN THE REORGANIZED UNIT SHALL BE EXPLAINED.

### TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

1. conviction of a felony;
2. proof of fraudulent credentials;
3. DOCUMENTED SIGNIFICANT failure to perform duties and services to the satisfaction of the staff member's immediate supervisor;
4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES OR RESOURCES.

#### PROCEDURES FOR TERMINATION:

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHOULD BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL BE CONTINUED ON THE PAYROLL FOR FOURTEEN CALENDAR DAYS FOLLOWING THE DATE OF DISMISSAL.

## D. SUSPENSION

*There are two types of suspension. The first type of suspension is an interim step toward termination. The second type of suspension is disciplinary suspension. Upon the recommendation of the supervisor, the contracting officer may suspend except where the supervisor is the contracting officer in which case the decision shall be made by the area vice president or the president whichever is appropriate.*

### 1. Suspension as interim step to termination.

*Suspension can be invoked during the period in which an employee is being considered for termination. Suspension as an interim step toward termination will include:*

*-14 days pay and pay for unused vacation*

*-health care purchased by the suspended employee (see leave of absence policy)*

*All pay and benefits will be accrued and held in escrow by the University until the termination issue is resolved. In the event the suspension is resolved to the staff member's favor, the staff member shall be entitled to full back pay and benefits.*

### 2. Disciplinary Suspension

*Suspension up to 30 days may be used as a disciplinary procedure either in lieu of termination or as a means of dealing with less serious or temporary problems. Such suspension shall be without pay. Vacation cannot be used nor earned. All other benefits will continue as usual. In order to avoid capricious action on the part of the supervisor, such suspension may be grieved.*

## RELEASE

Release may be EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area. The staff member IN THE FIRST THREE YEARS OF EMPLOYMENT will be given a minimum of FOUR months written notice; STAFF MEMBERS WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN SIX MONTHS NOTICE. The release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

(B)

NON-RENEWAL OF CONTRACT

RECOMMENDATIONS FOR NON-RENEWAL SHALL BE MADE IN WRITING <sup>to ?</sup> (BY) THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION.

IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS, *unless not available in the case of first-year employees.*

IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, AN EMPLOYEE'S INABILITY TO SERVE THE UNIVERSITY WITHIN THE REORGANIZED UNIT SHALL BE EXPLAINED.

TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

1. conviction of a felony;
2. proof of fraudulent credentials;
3. DOCUMENTED SIGNIFICANT failure to perform duties and services to the satisfaction of the staff member's immediate supervisor;
4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES OR RESOURCES.
5. *tie in e Code of Conduct*  
*Documented gross failure to comply e Code of Conduct responsibilities to all community standards.*

PROCEDURES FOR TERMINATION:

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHOULD BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL BE CONTINUED ON THE PAYROLL FOR FOURTEEN CALENDAR DAYS FOLLOWING THE DATE OF DISMISSAL.

## D. SUSPENSION

There are two types of suspension. The first type of suspension is an interim step toward termination. The second type of suspension is disciplinary suspension. Upon the recommendation of the supervisor, the contracting officer may suspend except where the supervisor is the contracting officer in which case the decision shall be made by the area vice president or the president whichever is appropriate.

### 1. Suspension as interim step to termination.

Suspension can be invoked during the period in which an employee is being considered for termination. Suspension as an interim step toward termination will include:

~~pay for~~  
~~push off~~  
-14 days pay and ~~pay for~~ unused vacation

-health care purchased by the suspended employee (see leave of absence policy)

All pay and benefits will be accrued and held in escrow by the University until the termination issue is resolved. In the event the suspension is resolved to the staff member's favor, the staff member shall be entitled to full back pay and benefits.

### 2. Disciplinary Suspension

Suspension up to 30 days may be used as a disciplinary procedure either in lieu of termination or as a means of dealing with less serious or temporary problems. Such suspension shall be without pay. In order to avoid capricious action on the part of the supervisor, such suspension may be grieved.

back pay coverage person during  
include benefits for suspension  
vacation cannot be used nor  
earned. other benefits will  
All continue as well

## RELEASE

Release may be EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area. The staff member IN THE FIRST THREE YEARS OF EMPLOYMENT will be given a minimum of FOUR months written notice; STAFF MEMBERS WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN SIX MONTHS NOTICE. The release of persons funded by external grants which shall be contingent upon the availability of said grant funds.



Bowling Green State University

Vice President for Student Affairs  
Bowling Green, Ohio 43403-0140  
(419) 372-2147  
Cable: BGSUOH

APR 16 RECD

MEMORANDUM

AM

PM

April 16, 1986

TO: President Olscamp  
And Administrative Council

FROM: Mary M. Edmonds, Ph.D.  
Vice President for Student Affairs *MME*

RE: Grievance procedures as presented in the  
Administrative Staff Handbook

Even with revisions the grievance section and the termination and suspension parts of the Administrative Staff Handbook remain obscure and ambiguous. Since the document is currently being reviewed, I suggest that special attention be given to these sections. In light of recent developments there are several questions that should be considered. One, what is a grievable situation? This should be spelled out. Second, I believe that suspensions and terminations are two separate entities necessitating different language and procedures. Third, when one is suspended without pay, is it possible for the person to be granted sick leave or vacation pay or receive a leave of absence? I would object to that. When does conduct outside of the workplace become an issue with respect to suspension or termination? Would the same procedures hold? Should there be a University policy for the type of situation that transcends the various classification of employees? I am sure that other questions come easily to your mind.

I am requesting that these questions that have absorbed much of my energies in the past few days be looked at by classified and administrative staff prior to going to printers with the 1986-87 Handbooks.

MME:plp

management  
negotiation

Paul Jones  
grieve after  
# of years

28

## CONTRACT INFORMATION

A RECORD OF CHANGES IN AN EMPLOYEE'S CONTRACT STATUS WILL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE LOCATED IN THE ADMINISTRATIVE STAFF PERSONNEL SERVICES OFFICE.

## Appointment Information APPOINTMENT OF ADMINISTRATIVE STAFF

~~Administrative staff members shall be advised in writing at the time of initial appointment of the primary responsibility of the position including title, salary, and pay period.~~

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

## Obligation to the University

~~An administrative staff member may not accept employment from outside the University that will adversely affect fulfillment of the responsibilities and duties of the assigned position/title.~~

## Continuance/Termination/Release

### A. Continuance CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to ~~continue employment~~ RENEW THE CONTRACT SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN notification TO THE ADMINISTRATIVE STAFF MEMBER as follows:
  - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
  - b. not later than January 1 of any subsequent fiscal year of contract service.

~~Recommendations for non-renewal (which will include supportive information) will be made to the appropriate supervisor whether President, appropriate Vice President or Dean by area heads.~~

NOTE: FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.

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2-2844  
352-0716 29

B. NON-RENEWAL OF CONTRACT

RECOMMENDATION FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION. *Appropriate Staff*

*For example:* IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION ~~SHALL~~ *shall* INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS, ~~UNLESS UNAVAILABLE. IN THE CASE OF FIRST YEAR EMPLOYEES.~~ *which*

*Delete* IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, THE WRITTEN DOCUMENTATION SHALL INCLUDE DETAILS AND RATIONALE OF THE REORGANIZATION, INCLUDING ANY REASSIGNMENT TO EXISTING STAFF OF DUTIES PREVIOUSLY ASSIGNED TO THE NON-RENEWED EMPLOYEE.

C. Termination TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause" ~~or "Release."~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

~~1.---Termination for Cause~~

~~a.---An administrative staff member may be terminated for cause during the contract year for the following reasons:~~

- ~~i) 1. conviction of a felony;~~
- ~~ii) 2. if credentials are proved to be fraudulent; PROOF OF FRAUDULENT CREDENTIALS~~
- ~~iii) 3. DOCUMENTED SIGNIFICANT failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.~~
- 4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.
- 5. DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS (SEE PAGE 1).

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHALL BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL RECEIVE 10 WORKING DAYS PAY UPON DISMISSAL.

## D. SUSPENSION

THERE ARE TWO TYPES OF SUSPENSION. THE FIRST TYPE OF SUSPENSION IS AN INTERIM STEP TOWARD TERMINATION. THE SECOND TYPE OF SUSPENSION IS DISCIPLINARY SUSPENSION. UPON THE RECOMMENDATION OF THE SUPERVISOR, THE CONTRACTING OFFICER MAY SUSPEND EXCEPT WHERE THE SUPERVISOR IS THE CONTRACTING OFFICER IN WHICH CASE THE DECISION SHALL BE MADE BY THE AREA VICE PRESIDENT OR THE PRESIDENT WHICHEVER IS APPROPRIATE.

### 1. SUSPENSION AS INTERIM STEP TO TERMINATION

SUSPENSION CAN BE INVOKED DURING THE PERIOD IN WHICH AN EMPLOYEE IS BEING CONSIDERED FOR TERMINATION. SUSPENSION AS AN INTERIM STEP TOWARD TERMINATION WILL INCLUDE

- 10 WORKING DAYS PAY AND PAY FOR UNUSED VACATION;
- AN OPPORTUNITY FOR THE SUSPENDED EMPLOYEE TO CONTINUE UNIVERSITY HEALTH CARE INSURANCE, AT THE EMPLOYEE'S EXPENSE FROM THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE SUSPENSION THROUGH THE RESOLUTION OF THE SUSPENSION.

ALL PAY AND BENEFITS WILL BE ACCRUED AND HELD IN ESCROW BY THE UNIVERSITY UNTIL THE TERMINATION ISSUE IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS, INCLUDING RESTORATION OF VACATION DAYS, AND RECORDS OF THE SUSPENSION SHALL BE REMOVED FROM THE EMPLOYEE'S FILES.

### 2. DISCIPLINARY SUSPENSION

SUSPENSION UP TO 30 CALENDAR DAYS MAY BE USED AS A DISCIPLINARY PROCEDURE EITHER IN LIEU OF TERMINATION OR AS A MEANS OF DEALING WITH LESS SERIOUS OR TEMPORARY PROBLEMS. SUCH SUSPENSION SHALL BE WITHOUT PAY. VACATION CANNOT BE USED NOR EARNED. ALL OTHER BENEFITS WILL CONTINUE AS USUAL.

### ~~2. DISMISSAL OR SUSPENSION~~

~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

7/85 7/86



# E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and ~~the staff member concerned will be given a minimum of three months written notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.~~

~~A notice for termination for cause or release is not affected by Section A (Continuance).~~

- IN THE CASE OF RELEASE BECAUSE OF FINANCIAL EXIGENCY, THE STAFF MEMBER CONCERNED WILL BE GIVEN A MINIMUM OF THREE MONTHS NOTICE.
- IN THE CASE OF RELEASE BECAUSE OF BONA FIDE DISCONTINUANCE OF A PROGRAM OR DEPARTMENTAL/DIVISIONAL AREA, THE STAFF MEMBER IN THE FIRST THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF FOUR MONTHS NOTICE; THE STAFF MEMBER WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF SIX MONTHS NOTICE.
- THE RELEASE OF PERSONS FUNDED BY EXTERNAL GRANTS SHALL BE CONTINGENT UPON THE AVAILABILITY OF SAID GRANT FUNDS.

7/85 7/86

who might be helpful in establishing the facts of the case. In all instances, the administrative staff member or anyone providing information on behalf of that person will be assured that no reprisal will occur at any stage as a result of the complaint.

If the complainant is not satisfied with the results of the investigation by the Office of Affirmative Action, a request for a grievance hearing may be made. In the event that the complainant is not satisfied with the results of the hearing, an appeal may be made to the President of the University. The decision of the President is final.

For specific information regarding the University's affirmative action grievance procedures, you may contact the Office of Affirmative Action or refer to Bowling Green State University's Affirmative Action Plan.

## GRIEVANCE AND HEARING PROCEDURES

### I. Grievance Procedure

#### A. Purpose

The purpose of the grievance procedure is to ensure the prompt resolution of complaints by administrative staff members regarding the terms and conditions of employment, salary, benefits, or other job-related concerns. ~~The decision not to continue the contract of an administrative staff member is not grievable, and, therefore, not subject to this procedure.~~

Complaints dealing with alleged discrimination will be processed according to the provisions of the University's affirmative action plan. *in the first 3 years of employment.*

#### B. Area review committee

The President (or designee) and each vice president will establish a three-member committee to assist in resolving grievances within the vice-presidential area. Committee members will serve for three years except initial appointments which will be staggered one, two, and three years.

The President (or designee) and each vice president will be responsible for establishing procedures for appointing a chair and for designating the time period for serving in this capacity.

#### C. Initial review and transmittal of grievance

When a complaint arises, the administrative staff member should first attempt to resolve the issue with the immediate supervisor. Efforts in this direction should be documented. If the grievance is not resolved to the staff member's satisfaction, that person may present the

## Administrative Staff Council

Personnel Welfare Committee  
Special Meeting with Drs. Eakin and Edmunds

5 May 1986

Present: Von, Stickler, Fitzgerald, Darrow, Caldwell,  
Edmunds, Eakin

Von circulated the PWC's latest revision of p.8, 8.1, 9 of the Administrative Staff Handbook to those present. He further stated that the Committee sees an exchange of removal of "The decision not to continue the contract of an administrative staff member is not grievable, (and therefore, not subject to this procedure." (p. 11, I, A, line 4-7, Administrative Staff Handbook) and addition of "Documented gross failure to comply with the Code of Standards and Responsibilities for Administrators." (p. 8.1, C. 5, Administrative Staff Handbook. Edmunds and Eakin agreed to take it to Executive Council.

p. 8

Under "Contract Information," the following was added:  
"A RECORD OF CHANGES IN EMPLOYEE'S CONTRACT STATUS WILL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE LOCATED IN THE ADMINISTRATIVE STAFF PERSONNEL SERVICES OFFICE."

p. iv.

Second paragraph, 4th line add the following after "University": "INCLUDING EVALUATIONS AND CONTRACT INFORMATION."

p. 8.1 B.

Third paragraph changed to read "IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, THE WRITTEN DOCUMENTATION SHALL INCLUDE DETAILS AND RATIONALE OF THE REORGANIZATION INCLUDING ANY REASSIGNMENT TO EXISTING STAFF OF DUTIES PREVIOUSLY ASSIGNED TO THE NON-RENEWED EMPLOYEE."

p. 8.1 C

Addition of #5: "DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS" (see p. 1, Administrative Staff Handbook.)

p. 8.1 C

Paragraph following 5, "...be continued on the payroll for fourteen calendar days following the date of dismissal" was changed to read: "...RECEIVE 10 WORKING DAYS PAY UPON DISMISSAL."

5 May 1986, PWC

2

p. 9, D. 1

"...14 days pay and pay for unused vacation" changed to:  
 "...10 WORKING DAYS PAY AND PAY FOR UNUSED VACATION."

"...health care purchased by the suspended employee (see leave of absence policy) changed to "...AN OPPORTUNITY FOR THE SUSPENDED EMPLOYEE TO CONTINUE UNIVERSITY HEALTH CARE INSURANCE AT THE EMPLOYEE'S EXPENSE FROM THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE SUSPENSION THROUGH THE RESOLUTION OF THE SUSPENSION."

Paragraph 4 following "benefits" the following was added:  
 "...INCLUDING RESTORATION OF VACATION DAYS, AND RECORDS OF THE SUSPENSION SHALL BE REMOVED FROM THE EMPLOYEE'S FILES."

p. 9, D. 2

Line 1, addition of "CALENDAR" before "days."

Eliminate last sentence "in order to avoid capricious action on the part of the supervisor, such suspension may be grieved." and make all termination and suspension grievable.

p. 9 Release

The following changes were made: From "The staff member in the first three years of employment will be given a minimum of 4 months written notice; staff members with more than 3 years of employment will be given 6 months notice. The release of persons funded by external grants which shall be contingent upon the availability of said grants." to:

- IN THE CASE OF RELEASE BECAUSE OF FINANCIAL EXIGENCY, THE STAFF MEMBER CONCERNED WILL BE GIVEN A MINIMUM OF THREE MONTHS NOTICE.
- IN THE CASE OF RELEASE BECAUSE OF BONA FIDE DISCONTINUANCE OF A PROGRAM OR DEPARTMENTAL/DIVISIONAL AREA, THE STAFF MEMBER IN THE FIRST THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF FOUR MONTHS NOTICE; THE STAFF MEMBER WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF SIX MONTHS NOTICE.
- THE RELEASE OF PERSONS FUNDED BY EXTERNAL GRANTS SHALL BE CONTINGENT UPON THE AVAILABILITY OF SAID GRANT FUNDS.

5 May 1986, PWC

3

p. 11 A

Deletion of the following: "The decision not to continue the contract of an administrative staff member is not grievable, and, therefore, not subject to this procedure."

The four hour meeting ended on a note of optimism. All parties worked to make it the best document possible from both the employee's and administrator's vantage point (most of us serve both roles).

The document will go to Executive Council May 6 and then to legal counsel. Hopefully, it will be ready for action by the Administrative Staff Council May 15 for a vote.

An attachment of the changes is enclosed.

*Susan Hauenport Harrow*

Enclosure

## Administrative Staff Council

Personnel Welfare Committee  
Special Meeting with Drs. Eakin and Edmunds

5 May 1986

Present: Yon, Stickler, Fitzgerald, Darrow, Caldwell,  
Edmunds, Eakin

Yon circulated the PWC's latest revision of p.8, 8.1, 9 of the Administrative Staff Handbook to those present. He further stated that the Committee sees an exchange of removal of "The decision not to continue the contract of an administrative staff member is not grievable, and therefore, not subject to this procedure." (p. 11, I, A, line 4-7, Administrative Staff Handbook) and addition of "Documented gross failure to comply with the Code of Standards and Responsibilities for Administrators." (p. 8.1, C. 5, Administrative Staff Handbook. Edmunds and Eakin agreed to take it to Executive Council.

p. 8

Under "Contract Information," the following was added: "A RECORD OF CHANGES IN EMPLOYEE'S CONTRACT STATUS WILL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE LOCATED IN THE ADMINISTRATIVE STAFF PERSONNEL SERVICES OFFICE."

p. iv.

Second paragraph, 4th line add the following after "University": "INCLUDING EVALUATIONS AND CONTRACT INFORMATION."

p. 8.1 B.

Third paragraph changed to read "IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, THE WRITTEN DOCUMENTATION SHALL INCLUDE DETAILS AND RATIONALE OF THE REORGANIZATION INCLUDING ANY REASSIGNMENT TO EXISTING STAFF OF DUTIES PREVIOUSLY ASSIGNED TO THE NON-RENEWED EMPLOYEE."

p. 8.1 C

Addition of #5: "DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS" (see p. 1, Administrative Staff Handbook.)

p. 8.1 C

Paragraph following 5, "...be continued on the payroll for fourteen calendar days following the date of dismissal" was changed to read: "...RECEIVE 10 WORKING DAYS PAY UPON DISMISSAL."

5 May 1986, PWC

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p. 9, D. 1

"...14 days pay and pay for unused vacation" changed to:  
"...10 WORKING DAYS PAY AND PAY FOR UNUSED VACATION."

"...health care purchased by the suspended employee (see leave of absence policy) changed to "...AN OPPORTUNITY FOR THE SUSPENDED EMPLOYEE TO CONTINUE UNIVERSITY HEALTH CARE INSURANCE AT THE EMPLOYEE'S EXPENSE FROM THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE SUSPENSION THROUGH THE RESOLUTION OF THE SUSPENSION."

Paragraph 4 following "benefits" the following was added:  
"...INCLUDING RESTORATION OF VACATION DAYS, AND RECORDS OF THE SUSPENSION SHALL BE REMOVED FROM THE EMPLOYEE'S FILES."

p. 9, D. 2

Line 1, addition of "CALENDAR" before "days."

Eliminate last sentence "in order to avoid capricious action on the part of the supervisor, such suspension may be grieved." and make all termination and suspension grievable.

p. 9 Release

The following changes were made: From "The staff member in the first three years of employment will be given a minimum of 4 months written notice; staff members with more than 3 years of employment will be given 6 months notice. The release of persons funded by external grants which shall be contingent upon the availability of said grants." to

- IN THE CASE OF RELEASE BECAUSE OF FINANCIAL EXIGENCY, THE STAFF MEMBER CONCERNED WILL BE GIVEN A MINIMUM OF THREE MONTHS NOTICE.
- IN THE CASE OF RELEASE BECAUSE OF BONA FIDE DISCONTINUANCE OF A PROGRAM OR DEPARTMENTAL/DIVISIONAL AREA, THE STAFF MEMBER IN THE FIRST THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF FOUR MONTHS NOTICE; THE STAFF MEMBER WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF SIX MONTHS NOTICE.
- THE RELEASE OF PERSONS FUNDED BY EXTERNAL GRANTS SHALL BE CONTINGENT UPON THE AVAILABILITY OF SAID GRANT FUNDS.

p. 11 A

Deletion of the following: "The decision not to continue the contract of an administrative staff member is not grievable, and, therefore, not subject to this procedure."

The four hour meeting ended on a note of optimism. All parties worked to make it the best document possible from both the employee's and administrator's vantage point (most of us serve both roles).

The document will go to Executive Council May 6 and then to legal counsel. Hopefully, it will be ready for action by the Administrative Staff Council May 15 for a vote.

An attachment of the changes is enclosed.

*Susan Fawcett Harrow*

Enclosure



## CONTRACT INFORMATION

A RECORD OF CHANGES IN AN EMPLOYEE'S CONTRACT STATUS WILL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE LOCATED IN THE ADMINISTRATIVE STAFF PERSONNEL SERVICES OFFICE.

### Appointment Information APPOINTMENT OF ADMINISTRATIVE STAFF

~~Administrative--staff--members--shall--be--advised--in--writing--at--the--time--of--initial--appointment--of--the--primary--responsibility--of--the--position--including--title,--salary,--and--pay--period.~~

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

### Obligation to the University

~~An--administrative--staff--member--may--not--accept--employment--from--outside--the--University--that--will--adversely--affect--fulfillment--of--the--responsibilities--and--duties--of--the--assigned--position/title.~~

### Continuance/Termination/Release

#### A. Continuance CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to ~~continue employment~~ RENEW THE CONTRACT (SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN notification TO THE ADMINISTRATIVE STAFF MEMBER as follows:
  - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
  - b. not later than January 1 of any subsequent fiscal year of contract service.

~~Recommendations--for--non-renewal--(which--will--include--supportive--information)--will--be--made--to--the--appropriate--supervisor--whether--President,--appropriate--Vice-President--or--Dean--by--area--heads.~~

NOTE: FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.

## B. NON-RENEWAL OF CONTRACT

RECOMMENDATION FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION.

IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS, UNLESS UNAVAILABLE IN THE CASE OF FIRST YEAR EMPLOYEES.

IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, THE WRITTEN DOCUMENTATION SHALL INCLUDE DETAILS AND RATIONALE OF THE REORGANIZATION, INCLUDING ANY REASSIGNMENT TO EXISTING STAFF OF DUTIES PREVIOUSLY ASSIGNED TO THE NON-RENEWED EMPLOYEE.

## C. ~~Termination~~ TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause" ~~or "Release."~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

### ~~1. --- Termination for Cause~~

~~a. --- An administrative staff member may be terminated for cause during the contract year for the following reasons:~~

- ~~i) 1. conviction of a felony;~~
- ~~ii) 2. if credentials are proved to be fraudulent; --PROOF OF FRAUDULENT CREDENTIALS~~
- ~~iii) 3. DOCUMENTED SIGNIFICANT failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.~~
- 4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.
- 5. DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS (SEE PAGE 1).

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHALL BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL RECEIVE 10 WORKING DAYS PAY UPON DISMISSAL.

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## D. SUSPENSION

THERE ARE TWO TYPES OF SUSPENSION. THE FIRST TYPE OF SUSPENSION IS AN INTERIM STEP TOWARD TERMINATION. THE SECOND TYPE OF SUSPENSION IS DISCIPLINARY SUSPENSION. UPON THE RECOMMENDATION OF THE SUPERVISOR, THE CONTRACTING OFFICER MAY SUSPEND EXCEPT WHERE THE SUPERVISOR IS THE CONTRACTING OFFICER IN WHICH CASE THE DECISION SHALL BE MADE BY THE AREA VICE PRESIDENT OR THE PRESIDENT WHICHEVER IS APPROPRIATE.

### 1. SUSPENSION AS INTERIM STEP TO TERMINATION

SUSPENSION CAN BE INVOKED DURING THE PERIOD IN WHICH AN EMPLOYEE IS BEING CONSIDERED FOR TERMINATION. SUSPENSION AS AN INTERIM STEP TOWARD TERMINATION WILL INCLUDE

- 10 WORKING DAYS PAY AND PAY FOR UNUSED VACATION;
- AN OPPORTUNITY FOR THE SUSPENDED EMPLOYEE TO CONTINUE UNIVERSITY HEALTH CARE INSURANCE, AT THE EMPLOYEE'S EXPENSE FROM THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE SUSPENSION THROUGH THE RESOLUTION OF THE SUSPENSION.

ALL PAY AND BENEFITS WILL BE ACCRUED AND HELD IN ESCROW BY THE UNIVERSITY UNTIL THE TERMINATION ISSUE IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS, INCLUDING RESTORATION OF VACATION DAYS, AND RECORDS OF THE SUSPENSION SHALL BE REMOVED FROM THE EMPLOYEE'S FILES.

### 2. DISCIPLINARY SUSPENSION

SUSPENSION UP TO 30 CALENDAR DAYS MAY BE USED AS A DISCIPLINARY PROCEDURE EITHER IN LIEU OF TERMINATION OR AS A MEANS OF DEALING WITH LESS SERIOUS OR TEMPORARY PROBLEMS. SUCH SUSPENSION SHALL BE WITHOUT PAY. VACATION CANNOT BE USED NOR EARNED. ALL OTHER BENEFITS WILL CONTINUE AS USUAL.

### ~~2. Dismissal or Suspension~~

~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

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E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and ~~the staff member concerned will be given a minimum of three months written notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.~~

~~A notice for termination for cause or release is not affected by Section A (Continuance).~~

- IN THE CASE OF RELEASE BECAUSE OF FINANCIAL EXIGENCY, THE STAFF MEMBER CONCERNED WILL BE GIVEN A MINIMUM OF THREE MONTHS NOTICE.
- IN THE CASE OF RELEASE BECAUSE OF BONA FIDE DISCONTINUANCE OF A PROGRAM OR DEPARTMENTAL/DIVISIONAL AREA, THE STAFF MEMBER IN THE FIRST THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF FOUR MONTHS NOTICE; THE STAFF MEMBER WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF SIX MONTHS NOTICE.
- THE RELEASE OF PERSONS FUNDED BY EXTERNAL GRANTS SHALL BE CONTINGENT UPON THE AVAILABILITY OF SAID GRANT FUNDS.

Administrative Staff Council

Personnel Welfare Committee

18 May 1986

The Administrative Executive Council rejected the document developed by the Administrative Staff Council's Personnel Welfare and Drs. Eakin and Edmunds. A meeting was called of the Personnel Welfare Committee and the Administrative Staff Council Executive Committee. Those in attendance were: DeCrane, Sharp, Yon, Darrow, Stickler, and Fitzgerald.

Those present agreed to put forth the suggestion that a compromise be presented: The Administrative Staff would agree to leaving in the following on page 8.1, C 5 of the Administrative Staff Handbook: "DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS (SEE PAGE 1)." if the wording on page 11. I. A. of the same document would be changed to read: "THE DECISION NOT TO CONTINUE THE CONTRACT OF AN ADMINISTRATIVE STAFF MEMBER IS NOT GRIEVABLE IN THE FIRST THREE YEARS OF EMPLOYMENT, AND, THEREFORE, NOT SUBJECT TO THIS PROCEDURE."

DeCrane agreed to write up that suggestion, along with Administrative Staff concerns with achieving the fairest document possible for both the employer and employee. It was further stressed that most of us serve both roles, that of supervisor and that of employee, and we are sensitive to both needs.

DeCrane was told that the revision would be submitted to legal counsel and then back to Administrative Executive Council.

\* \* \* \*

POSTDATE: Administrative Staff Council was informed that legal counsel rejected the revision. The next Administrative Staff Council meeting is June 5. At that time, members will be asked to accept the "Contract Information" portion of the Administrative Staff Handbook, (p. 8, 8.1, 9) as revised or reject it as is and let the old policy stand for the next year. The Administration is very anxious to have the changes and the Administrative Staff Council has worked diligently to develop a reasonable and fair policy. The Personnel Welfare Committee advises the Administrative Staff Council to reject the revised policy.

Attachment

*Susan Hancock Darrow*

CONTRACT INFORMATION

A RECORD OF CHANGES IN AN EMPLOYEE'S CONTRACT STATUS WILL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE LOCATED IN THE ADMINISTRATIVE STAFF PERSONNEL SERVICES OFFICE.

Appointment Information APPOINTMENT OF ADMINISTRATIVE STAFF

~~Administrative staff members shall be advised in writing at the time of initial appointment of the primary responsibility of the position including title, salary, and pay period.~~

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

Obligation to the University

~~An administrative staff member may not accept employment from outside the University that will adversely affect fulfillment of the responsibilities and duties of the assigned position/title.~~

Continuance/Termination/ReleaseA. Continuance CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to ~~continue employment~~ RENEW THE CONTRACT SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN notification TO THE ADMINISTRATIVE STAFF MEMBER as follows:
  - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
  - b. not later than January 1 of any subsequent fiscal year of contract service.

~~Recommendations for non-renewal (which will include supportive information) will be made to the appropriate supervisor whether President, appropriate Vice President or Dean by area heads.~~

NOTE: FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.

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## C. ~~Termination~~ TERMINATION OF CONTRACT

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### ~~1.---Termination for Cause~~

~~a.---An administrative staff member may be terminated for cause during the contract year for the following reasons:~~

- ~~i) 1. conviction of a felony;~~
- ~~ii) 2. if credentials are proved to be fraudulent; PROOF OF FRAUDULENT CREDENTIALS~~
- ~~iii) 3. DOCUMENTED SIGNIFICANT failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.~~
- 4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.
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## D. SUSPENSION

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SUSPENSION CAN BE INVOKED DURING THE PERIOD IN WHICH AN EMPLOYEE IS BEING CONSIDERED FOR TERMINATION. SUSPENSION AS AN INTERIM STEP TOWARD TERMINATION WILL INCLUDE

- 10 WORKING DAYS PAY AND PAY FOR UNUSED VACATION;
- AN OPPORTUNITY FOR THE SUSPENDED EMPLOYEE TO CONTINUE UNIVERSITY HEALTH CARE INSURANCE, AT THE EMPLOYEE'S EXPENSE FROM THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE SUSPENSION THROUGH THE RESOLUTION OF THE SUSPENSION.

ALL PAY AND BENEFITS WILL BE ACCRUED AND HELD IN ESCROW BY THE UNIVERSITY UNTIL THE TERMINATION ISSUE IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS, INCLUDING RESTORATION OF VACATION DAYS, AND RECORDS OF THE SUSPENSION SHALL BE REMOVED FROM THE EMPLOYEE'S FILES.

2. DISCIPLINARY SUSPENSION

SUSPENSION UP TO 30 CALENDAR DAYS MAY BE USED AS A DISCIPLINARY PROCEDURE EITHER IN LIEU OF TERMINATION OR AS A MEANS OF DEALING WITH LESS SERIOUS OR TEMPORARY PROBLEMS. SUCH SUSPENSION SHALL BE WITHOUT PAY. VACATION CANNOT BE USED NOR EARNED. ALL OTHER BENEFITS WILL CONTINUE AS USUAL.

### 2. Dismissal or Suspension

~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

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# E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and ~~the staff member concerned will be given a minimum of three months written notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.~~

~~A notice for termination for cause or release is not affected by Section A (Continuance).~~

- IN THE CASE OF RELEASE BECAUSE OF FINANCIAL EXIGENCY, THE STAFF MEMBER CONCERNED WILL BE GIVEN A MINIMUM OF THREE MONTHS NOTICE.
- IN THE CASE OF RELEASE BECAUSE OF BONA FIDE DISCONTINUANCE OF A PROGRAM OR DEPARTMENTAL/DIVISIONAL AREA, THE STAFF MEMBER IN THE FIRST THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF FOUR MONTHS NOTICE; THE STAFF MEMBER WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF SIX MONTHS NOTICE.
- THE RELEASE OF PERSONS FUNDED BY EXTERNAL GRANTS SHALL BE CONTINGENT UPON THE AVAILABILITY OF SAID GRANT FUNDS.

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PERSONNEL WELFARE COMMITTEE

OCT. 23, 1986

AGENDA

1. Introduction to the Committee

2. Issues to be handled/investigated this year

3. Loose ends from last year

4. Regular meeting time

5. Good of the Order

- ① insurance benefit package
  - ② salary increases / merit pay
  - ③ release from reg. duty to serve on APC
- Executive Committee

- ① 5-3 yr red.
- ② 22 day vac. up from 20 } Completed
- ③ grievance
  - no grievance 3 yrs or less
  - grievance 3 yrs more
- ④ maternity leave (5 yrs → 6 yrs policy)
- ⑤ benefits for part time staff

V. Smith  
Monday each month  
3:00 PM  
Next mtg 11/3 7:00 PM

Letter to members

- Cost containment is proposed only (detailed intent?)

- chair County welfare committee (J. H.)
- read ASL handbook